

EXHIBIT A

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of Your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to You or on Your behalf.	The amount You will have paid after making all payments as scheduled.
667.52%	\$3,845.98	\$1,050.00	\$4,895.98

Your Payment Schedule will be:

Payment	Amount of Payments	When Payments Are Due
1	\$326.42	12/15/2021
2	\$326.42	1/3/2022
3	\$326.42	1/18/2022
4	\$326.42	1/31/2022
5	\$326.42	2/15/2022
6	\$326.42	2/28/2022
7	\$326.42	3/15/2022
8	\$326.42	3/31/2022
9	\$326.42	4/15/2022
10	\$326.42	5/2/2022
11	\$326.42	5/16/2022
12	\$326.42	5/31/2022
13	\$326.42	6/15/2022
14	\$326.42	6/30/2022
15	\$326.10	7/15/2022

Late Charge: If a payment is 7 days or more late, you may be charged a late payment fee of \$35.

Prepayment: If you pay off early, you will not have to pay a penalty.

See this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment penalties.

All numerical disclosures except the Late Charge are estimates

ITEMIZATION OF AMOUNT FINANCED:

1. Amount given directly to you: **\$1,050.00** (the "Cash Advance")
2. Plus Amount paid on my loan account: **\$0.00**
3. Equal Amount Financed: **\$1,050.00**

WLCC II D/B/A ARROWHEAD ADVANCE**LOAN AGREEMENT****Lender:**

Name: WLCC II D/B/A Arrowhead Advance
Address: PO BOX 6048 Pine Ridge, SD 57770
Disbursement Date: 11/24/2021

Borrower:

Name: Michael Bock
Address: [REDACTED]

Effective Date: 11/26/2021

This is our Agreement with you regarding your loan. It contains important terms and conditions. You should read it carefully before you electronically sign it.

- ☒ By checking this box you understand that by entering into a transaction with WLCC II D/B/A Arrowhead Advance, you are agreeing to have the law of the Oglala Sioux Tribe govern this Loan. The law of the Oglala Sioux Tribe relating to lending does not limit the rate of interest or fees that may be charged; Arrowhead Advance is wholly owned by the Wakpamni Lake Community ("WLCC"), a local tribal government. As a tribal government, the WLCC is a sovereign corporation and follows all applicable tribal and federal laws. State laws, regulations, and interest rates are not applicable to Arrowhead Advance or WLCC. Please acknowledge that you have read and understand this disclosure by checking the box.

In this Loan Agreement (the "Agreement") the words "you" and "your" mean the borrower who has electronically signed it. The words "Lender", "we", "us" and "our" mean WLCC II D/B/A Arrowhead Advance. We are a sovereign enterprise, an economic development arm and instrumentality of, and wholly owned and controlled by, the Wakpamni Lake Community (the "Community"), a political subdivision of the Oglala Sioux Tribe (the "Tribe"), a federally-recognized sovereign American Indian Tribe.

This means that your loan is provided by a sovereign government and the proceeds of our business fund governmental services for Community citizens. All disclosures in this Agreement are also terms and conditions of this Agreement.

You must electronically sign this Loan Agreement and submit it to us with your application. We will then approve or deny your application. If we approve it, the proceeds of your loan will disbursed to you and this Agreement will be in full effect.

VERIFICATION. We reserve the right to verify the accuracy of all information you provide and to deny your loan application in case of any inaccuracy or omission in your loan application, or any other violation of this Agreement. We reserve the right to verify any information you submit through the production of appropriate documentation, and also reserve the right to conduct such verification through a third party. You hereby authorize us to request and obtain data from a third party to verify any information you provide us in connection with your application.

RIGHT TO CANCEL. You have the right to cancel this Agreement without cost within three days from the date we notify you that your application has been approved by us. If you decide to cancel this Agreement you must send us your notice of cancellation by email to customersupport@arrowheadadvance.com or by fax to (855) 744-6463 no later than midnight Central time on the second day after the Disbursement Date (the "Midnight Deadline"). You must also return all proceeds of your loan that you received by the Midnight Deadline. To return those amounts to us, your notice of cancellation must also include your authorization for us to use one of the payment methods you selected on your Disbursement and Payment Choice. If we do not receive your notice of cancellation and return of your loan proceeds by the Midnight Deadline, then this Agreement will remain in full force and effect.

TRUTH IN LENDING DISCLOSURES: The Truth-in-Lending Disclosures above are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or U.S. federal law to us, to the loan, or this Agreement.

YOUR PROMISE TO PAY. You promise to pay to the order of Lender or any assignee of this Agreement from the Disbursement Date above the principal sum of **\$1,050.00** (Principal) plus interest (and any applicable fees) on the unpaid principal balance of the loan until the amount you owe under this Agreement is repaid in full (the Loan). You promise to repay this amount in installments in the amounts and on the dates set forth above in the Payment Schedule section of the Federal Truth in Lending Disclosure. You agree to make your payments using the method or methods you selected in your Disbursement and Payment Choice Authorization.

YOUR INTEREST CHARGES. You agree to pay interest on the outstanding Principal at a rate of 730.000000% per annum (the Contract Rate) from the Effective Date until paid in full. To figure interest, we divide the Interest Rate by 365, which equals a daily rate of 2.000000% (Daily Rate). We then multiply the Daily Rate by the outstanding principal balance. This gives us a daily interest charge. We then multiply the daily interest charge by the number of days the principal balance is outstanding. Interest accrues from the Effective Date to the date your loan is paid in-full. Late payments made after the due date will result in additional interest charges.

APPLICATION OF PAYMENTS. We will apply all payment we receive in the following order: (1) fees; (2) accrued and unpaid interest; and (3) principal. If you make an extra payment (in addition to your regularly scheduled installment payment) and you are not in default, we will apply the extra payment according to the order of payment described in this section.

ESTIMATES. All numerical disclosures in the Truth-in-Lending Disclosures are estimates made assuming that we disburse your loan proceeds on the Disbursement Date shown above.

REPAYMENT SCHEDULE. You must repay this Loan in payments according to the Payment Schedule set forth above in the Federal Truth-in-Lending Disclosure. Your payment shall be made up of Principal and interest repayments. The Truth-in-Lending Disclosures are calculated based on the assumption that you will make each payment on the date it is due.

PREPAYMENT. You may prepay all or part of the amount that you owe under this Agreement at any time without having to pay a penalty. Since finance charges are not precomputed, you will not be entitled to a prepayment refund. To arrange to prepay your loan in whole or in part, you must go online at www.arrowheadadvance.com or call us at (855) 744-6463 to alert us of your intention to make a prepayment and then follow our instructions. Partial prepayments will not change the amount or due date of your remaining payments until this Agreement is paid in full.

DISBURSEMENT. If your Loan is approved and we are able to verify your information, we will disburse your loan proceeds within 4 Business Days. A Business Day is a regular work day until 6:00 PM Eastern Time and does not include Saturday, Sunday or holidays. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your Loan into the bank account or onto the payment instrument that you first authorized in your Disbursement and Payment Choice Authorization. The date that your loan proceeds are deposited to Your Bank Account or onto your payment instrument is the "Effective Date", which is set out above. Unavoidable delays such as bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God" or "acts of terror" may extend the time for the deposit.

ALL SUMS DUE. If you fail to make your payments on time we can require you to pay your unpaid balance in full. We can also require you to pay your unpaid balance in full if you break any promise you made in this Agreement or if any statement that you made in your application or in connection with your loan is untrue or becomes untrue. This means that you must pay us all principal, finance charges and other amounts that you owe us.

LATE PAYMENT FEE. If your payment is 7 or more days late we may charge you a late payment fee of \$35.00.

RETURNED PAYMENT CHARGE. If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a returned payment fee of \$30.00. Your returned payment may also cause your payment to be late which could result in you also having to pay a late charge. Your bank may also charge you a fee.

CONSUMER REPORTS. You authorize us to obtain consumer reports about you now or in the future as long as you owe us money under this Agreement. We may use the consumer report for any purpose authorized by applicable law in connection with a credit transaction involving you and involving the extension of credit to you or review or collection of your account, including but not limited to (i) for authentication purposes, to make sure you are who you say you are, (ii) to make credit decisions; (iii) to determine how much debt you currently have, in order to determine your debt-to-income ratio, and (iv) to obtain information and characteristics from your credit report from one or more consumer credit reporting agencies. We may report information about your performance under this Agreement to credit reporting agencies. Late payments, missed payments and defaults may be reported. This may negatively impact your ability to receive loans or advances from other companies or to write checks.

CREDIT DISPUTES; IDENTITY THEFT. If you believe that any information about your loan that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any loan made by us, write to us at PO Box 6048 Pine Ridge, SD 57770. In your letter (i) provide your name and loan number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If You believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between you and us relating to it. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

OTHER RIGHTS. We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives. We may assign this Agreement and our rights under it without notice to you and we don't need your consent.

ASSIGNMENT. We may assign or transfer this Agreement or any of our rights under this Agreement.

DEFAULT. Time is of the essence, and you will be in default under this Agreement (as it may be amended) if you do not make any payment when due. Upon default, we may, without notice or demand, declare the entire amount then unpaid immediately due and payable.

ATTORNEY FEES AND COLLECTION COSTS. If the Loan is in default as described above, and we pursue collection efforts against you, subject to applicable law, then you agree to pay all reasonable collection agency fees, court costs and other collection costs actually incurred by us and our agents, successors and assigns. If we refer your Loan to an attorney who is not our salaried employee for collection, you agree that we may charge and collect from you reasonable attorney fees incurred by us.

USURY SAVINGS CLAUSE. Notwithstanding any other provision herein, the aggregate interest rate of the Loan (including all charges or fees in connection with this Loan that are deemed in the nature of interest under applicable law) shall not exceed the highest lawful interest rate. If Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the highest lawful rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loan made hereunder or be refunded to you.

GOVERNING LAW. This Agreement is governed by the laws of the Oglala Sioux Nation of the Pine Ridge Reservation ("Tribal Law"), a federally recognized Indian Tribe and the Indian Commerce Clause of the United States Constitution and applicable federal law, and the Arbitration Agreement below is additionally governed by the Federal Arbitration Act (FAA) and the decisions of the United States Supreme Court interpreting the FAA. We do not have a presence in South Dakota or any other State of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any State of the United States. You agree to be bound by Tribal Law and in the event of a bona fide dispute between you and us, Tribal Law and applicable federal law shall exclusively apply to such dispute.

SOVEREIGN IMMUNITY. This Agreement together with any related documents are being submitted by you to us as a sovereign enterprise, an economic development arm and instrumentality of the Community which shares in the governmental sovereign immunity of the Tribe. Because we and the Tribe are entitled to sovereign immunity, you will be limited as to what claims, if any, you may be able to assert against us. To encourage resolution of consumer complaints, any complaint may be submitted by you or on your behalf to arbitration as described below.

PRESERVATION OF SOVEREIGN IMMUNITY It is the express intention of the Community and us operating as an economic arm of the Community, to fully preserve, and not waive other than as expressly provided in this Agreement, our sovereign

governmental immunity from suit, and any other rights, titles, privileges, and immunities, to which we or the Community are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver is or can be made except by express written declaration of the Community's governing Council specifically authorizing a waiver for the matter in question. Except as pertaining to a single, potential arbitration between you, as an individual consumer, and us, no such waiver has been made with respect to this Agreement, your Disbursement and Payment Choice Authorization or any other related document.

TELEPHONE CALLS AND TEXT MESSAGES REGARDING YOUR LOAN. You agree that we may monitor and/or record any of your phone conversations with any of our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to You about payment due dates, missed payments, options to amend this Agreement and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by You or someone else. These messages may also be recorded by Your answering machine. By providing us with your cell or mobile telephone number, you authorize us to contact you from time to time regarding your application and loan at that number using text messages. Standard text messaging and/or calling charges by your communications carrier may apply. You may withdraw your consent to receive text messages by calling us at (855) 744-6463 or emailing us at customersupport@arrowheadadvance.com. We will not impose any fee to process the withdrawal of your consent to receive text messages. Any withdrawal of your consent to use text messages will be effective only after we have a reasonable period of time to process your withdrawal.

HOW TO UPDATE YOUR RECORDS. You must notify us immediately if your cell phone number changes or you give your cell phone to someone else. You may update your cell number by calling us at (855) 744-6463 or sending an email to customersupport@arrowheadadvance.com. If you give us an inaccurate cell number, you will hold us and our employees, agents, and related parties harmless from all claims, costs, or losses that may result. Your obligations under this section will survive termination of this Agreement.

ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS. By signing this section, you consent to our sending you advertising and telemarketing text messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

- ☐ Your checking this box will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing text messages and telephone calls as described above to your mobile phone at [REDACTED]

You are **not required to consent** to advertising or telemarketing text messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive advertising or marketing text messages or marketing calls to the mobile number provided by calling us at (855) 744-6463 or emailing us at customersupport@arrowheadadvance.com.

You understand that: any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

Please notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else.

OPT-OUT or STOP. This policy applies to the text messages sent by WLCC II d/b/a Arrowhead Advance to our customers while and after they use our product. If you wish to stop receiving advertising and marketing text messages from WLCC II d/b/a Arrowhead Advance, reply to any text message we have sent you and in the reply text simply type STOP. If you wish to stop receiving all text messages from WLCC II d/b/a Arrowhead Advance, including those with information about payment due dates or missed payments, type STOP ALL in the reply text you send us. Any withdrawal of your consent to send text messages will be effective in one day.

HELP OR SUPPORT. If at any time you need our contact information or information on how to stop text messages, reply to any text we sent you and in the reply simply type HELP. Upon receiving your text message we will send you a text with this information. We will send you no more than 10 advertising or telemarketing text messages or calls each week. In general, the messages we send to you provide you with information about your account, ways to reduce your payments, and potential offers and opportunities. Some of the text messages we send you may include links to websites. To access these websites you will need a web browser and internet access.

BANKRUPTCY. You promise that You are not currently a debtor in any bankruptcy proceeding, you are not contemplating bankruptcy and you have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to Us at PO Box 6048 Pine Ridge, SD 57770. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

COMMITMENT TO CUSTOMER SERVICE. We believe our customer service team should be able to make things right for our customers. We would prefer that you contact us first with any questions or concerns regarding your loan. We will work diligently to try to effectively resolve any questions or issues that you have. Please direct any questions, issues or disputes in the first instance to our management, in writing at disputeresolution@arrowheadadvance.com or by fax at (855) 747-5748 and we will do our best to help you quickly. If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wakpamni Lake Community Consumer Complaint Tribal Hotline at 1 - (800) 677-3860 between the hours of 9 AM and 5 PM Central Time. If this is your first call to Customer Service, please call (855) 744-6463.

BINDING CONFIDENTIAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Most customer concerns can be resolved by calling our customer service department. In the event that customer service is unable to resolve a complaint to your satisfaction, this Agreement explains how Claims can be resolved through optional dispute resolution or arbitration. It includes an arbitration provision and a class action waiver. You may reject the Arbitration Agreement by sending us written notice within 60 days after receiving your funds. See Your Right to Opt Out below.

"Claim" means any current or future claim, claim or controversy with us relating to your account, this Agreement, or account servicing, and includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based on contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service, or benefit in connection with any account; and (4) claims that arise from or relate to any loan created under this Agreement, including but not limited to: or any balances on any such loan; marketing and promotions; information sharing; benefits or services; identity theft; payment processing; or your loan application. You may not sell, assign or transfer a Claim.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described below, any Claim you have with Lender or anyone else under this Agreement will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a Claim is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures.

Any arbitration will be limited to addressing your Claim individually and will not be part of a class-wide or consolidated arbitration proceeding. You may arbitrate a Claim with or without a lawyer, as you chose. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a federal court only. Except as set forth below, the arbitrator's decision will be final and binding. Any issues regarding the validity, effect and enforceability of this Agreement to Arbitrate (or any provision thereof) shall be determined solely by the Arbitrator.

Agreement to Arbitrate. You agree that any Claim (defined above) will be resolved on an individual basis by arbitration in accordance with this Arbitration Provision, applicable Oglala Sioux tribal law, and Applicable Federal Law.

The term "Applicable Federal Law" means the Federal Arbitration Act (9 U.S.C. section 1-16), federal common law, federal statutes referenced as applicable in the Tribal Credit Code of the Wakpamni Lake Community of the Oglala Sioux Tribe, and any other federal statutes applicable by their own force.

You acknowledge and agree that by entering into this Arbitration Provision:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

YOUR RIGHT TO OPT OUT. IF YOU DO NOT WISH YOUR ACCOUNT TO BE SUBJECT TO THIS AGREEMENT TO ARBITRATE, YOU MUST ADVISE US VIA E-MAIL AT customersupport@arrowheadadvance.com. YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU ARE REJECTING THE ARBITRATION AGREEMENT CONTAINED IN YOUR LOAN AGREEMENT. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DISBURSEMENT DATE OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. NOTICE IS CONSIDERED DELIVERED WHEN POSTMARKED IF SENT BY MAIL OR DELIVERED IF SENT BY EMAIL. IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE, ANY DISPUTES HEREUNDER SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE OGLALA SIOUX TRIBE, ALL APPLICABLE FEDERAL LAW AND MUST BE BROUGHT WITHIN A FEDERAL TRIBUNAL AGREED UPON BY BOTH PARTIES.

Arbitration Procedure. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Claim. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. section 1-16 (FAA). If you do not choose an organization, we may choose for you. You have the right to select the arbitrator. If you do not choose an arbitrator, we may choose for you.

The Arbitration provisions are governed by the FAA. The arbitrator will apply substantive law as you and we have chosen in this Agreement, as well as statutes of limitations and privileges. The arbitrator will apply the chosen arbitration organization's rules and procedures applicable to consumer claims and will not apply federal or state rules of evidence or civil procedure. Any arbitration under this Agreement may be conducted either on tribal land or within thirty miles of your residence (so long as you live within the United States), at your choice, provided that this accommodation for you: (a) shall not be construed in any way as a relinquishment or waiver of the Oglala Sioux's Tribes sovereign status or immunity, (b) shall not subject us to the jurisdiction of any courts otherwise having jurisdiction where you reside, and (c) shall not change the law otherwise applicable to any Claim.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the arbitration. Except where otherwise provided by the law of the Oglala Sioux Tribe, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR CLAIM, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under the Oglala Sioux Tribe's tribal law and Applicable Federal Law, whether at law or in equity, to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual Claims between the parties. If you have rejected arbitration, or a Claim asserting the rights of you and two or more persons is brought properly before a federal tribunal for any reason, you and we agree that the Claim shall only proceed in a federal tribunal in the venue closest to the Pine Ridge Reservation of the Oglala Sioux Tribe or as otherwise agreed upon by you and us parties. Notwithstanding the foregoing, proceedings to confirm or vacate an arbitration award may be brought in the federal district court for the district where you reside.

The Decision of the Arbitrator. At the request of either us or you, the arbitrator shall provide a written explanation for the award. The arbitrator must approve the explanation. The arbitrator will apply the applicable substantive law relating to the Claim and award any remedies available as if the Claim was heard by a court. The arbitrator's award may be filed with any court having jurisdiction. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the Claim, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. The arbitrator's award shall not be considered final until appellate rights have been exhausted or the time for filing the notice of appeal pursuant to this Arbitration Agreement and the Appellate Rules has expired.

Appealing an Award. You and we agree that the arbitrator's award or decision may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules, the JAMS Optional Arbitration Appeal Procedures, or the appellate rules of another organization chosen by the parties ("Appellate Rules"). Following the appeal process or expiration of the time in which to appeal, the decision or award rendered by the appeal arbitrator(s) is final, binding, confidential, and may be entered and confirmed, under the Federal Arbitration Act, in the United States District Court for the federal judicial district in which you reside (in which case confidentiality shall be subject to and determined by such ruling as such court may make).

With respect to the authority of a federal district court to confirm or vacate an arbitration award entered under this Agreement, the Oglala Sioux waive sovereign immunity for the specific arm of the tribe that was named as the lender in the loan agreement with you, but not for any other arm of the tribe and not for any other level of tribal government or organization.

Applicable Law and Judicial Review. You and we choose Oglala Sioux tribal law, and Applicable Federal Law to govern the loan Agreement, the Arbitration Agreement and all Claims.

Moreover, since we are a federally-dependent sovereign Tribe, we cannot in any event be subject to the laws or regulations of any U.S. state. See, Sovereign Immunity, above. In interpreting any provision of this Agreement, an arbitrator or court shall favor: enforcing the Arbitration Provision (if not timely rejected) and severing any provision that would otherwise make this Agreement unenforceable, invalid, or unconscionable. Further, consumers shall be entitled to raise any common law defenses or claims (e.g., duress, fraud, negligence) as provided by federal common law; and to the extent that federal common law does not provide relevant law or guidance with respect to such common law defenses or claims, the parties agree to be governed by published editions of the American Restatement of [Laws] issued by the American Law Institute.

Other Provisions. This Arbitration Agreement will survive: (i) termination or changes in this Agreement, the Loan, or the relationship between us concerning the Loan; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of this Agreement, or any amounts owed on your account, to any other person or entity. This Agreement to Arbitrate benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Arbitration Agreement is in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Arbitration Agreement survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Agreement is held invalid, the remainder shall remain in effect.

IF YOU OPT OUT OF ARBITRATION OR IF, FOR ANY REASON, YOUR AGREEMENT TO ARBITRATE IS DETERMINED TO BE UNENFORCEABLE WITH RESPECT TO ANY CLAIM(S), THEN YOU AGREE TO THE FOLLOWING WITH RESPECT TO ANY COURT PROCEEDING:

- WE DO NOT WAIVE, BUT EXPRESSLY RESERVE, SOVEREIGN IMMUNITY.
- IF FOR ANY REASON IS SOVEREIGN IMMUNITY IS NOT AVAILABLE IN A COURT PROCEEDING (FOR EXAMPLE, WE HAVE ASSIGNED THE LOAN TO SOMEONE WHO DOES NOT HAVE IMMUNITY), THEN YOU AGREE AS FOLLOWS:
 - YOU WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL,
 - YOU WAIVE YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN SUCH PROCEEDING.
 - TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY CLAIM FOR PUNITIVE DAMAGES.

SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS

BY TYPING YOUR NAME AND "I AGREE" BELOW, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS AGREEMENT INCLUDING THE ARBITRATION PROVISION AND THE CONSENT TO ELECTRONIC COMMUNICATIONS.

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS.

TYPE YOUR NAME: Michael Bock **DATE:** 11/23/2021

[I AGREE]

DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION

Unless you chose to mail to us a check(s) or money order(s) as payment for this Loan, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Loan Agreement dated 11/23/2021 (the "Loan Agreement"). The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we", "us" and "our" mean WLCC II D/B/A Arrowhead Advance and our successors and assigns.

Disbursements to Your Bank Account. You authorize us to process your loan proceeds with a credit deposit to your following bank account ("Your Bank Account"):

Bank Name	
Transit ABA Number:	
Deposit Account Number:	

We will make this disbursement credit by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries, wire transfers, or transactions through your debit card accessing Your Bank Account. As a data security measure, you will separately provide us with your debit card information.

Your Payment Choice (check applicable box):

- ☐ **Payments You will Make Directly.** You agree to make your payments by cashier's check, money order or bill pay service through your bank, that we receive no later than your payment due date to:

WLCC II D/BA/ ARROWHEAD ADVANCE
P.O. Box 6048
Pine Ridge, SD 57770

- ☒ **Automatic Payment From Your Bank Account.** You authorize us to process payment debit entries out of Your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries or transactions through your debit card accessing Your Bank Account according to the Payment Schedule above, plus any late charges, returned payment fees and, if you are in default, all principal, finance charges and other amounts due to us as provided in the Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored.

REMOTELY CREATED CHECKS: If we do not receive your check or money order or payment via ACH or by debit card authorization by the Due Dates, You agree to make all payments required under the Loan Agreement by having us create paper checks drawn on your Bank Account and bearing your typed name rather than your handwritten signature ("Remotely Created Checks"). You authorize us and our agents, successors and assigns to submit each Remotely Created Check for payment to the Paying Bank in the amount of each payment owing under this Loan Agreement, including any returned payment charges or other amounts owing to us upon acceleration of this Loan as a result of your Default. Your typed name shall constitute your authorized signature fully reflecting your intent to authenticate these Remotely Created Checks, which are also known as demand drafts, tele-checks, preauthorized drafts, or paper drafts. If you believe we charged your Bank Account in a manner not contemplated by this authorization, then please contact us on at our toll free phone number 855-744-6463 or sending us an e-mail to customersupport@arrowheadadvance.com. You authorize us to vary the amount of any pre authorized payment by Remotely Created Check as needed to repay installments due on the loan as modified by any prepayments.

RETURNED ITEM FEE: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee, if you have also selected the ACH Debit Authorization. Your financial institution may also impose a fee.

NOTICE OF VARYING AMOUNTS: For those customers who have chosen the ACH Debit Authorization, please note that you have the right to receive notice of all withdrawals from your Bank Account by an ACH Debit that vary in amount. However, by agreeing to let us withdraw the money from your Bank Account, you agree we only have to tell you the range of withdrawals that we can make. The range of withdrawals will be either an amount equal to your installment payment or an amount equal to the outstanding balance under the Loan (which may be greater than or less than an installment payment based upon your payment history). For any withdrawal outside of this specified range, we will send you a notice 10 days prior to the date of the debit. Therefore, by signing this Agreement below, you acknowledge that you will only receive notice when a withdrawal exceeds the amount in the specified range. You authorize us to vary the amount of any withdrawal as needed to repay installments due on the Loan as modified by any partial prepayments you make.

You agree that this Payment Choice Authorization will remain in effect until your loan, including principal, finance charges and other charges, is paid in full. You may only revoke the above authorization by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

BY TYPING YOUR NAME AND TODAY'S DATE AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS

PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.

TYPE YOUR NAME: Michael Bock DATE: 11/23/2021

[I AGREE]

Privacy Policy Rev. 02/2017

FACTS	WHAT DOES WLCC II D/B/A ARROWHEAD ADVANCE DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: . Social Security number and checking account information . Payment history and income . Employment information and wire transfer instructions		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason WLCC II D/B/A ARROWHEAD ADVANCE chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does WLCC II D/B/A ARROWHEAD ADVANCE share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We Do Not Share
For our affiliates' everyday business purposes - information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For non-affiliates to market to you		No	We Do Not Share
To limit our sharing	<ul style="list-style-type: none">• Call 1-855-747-5748 - our menu will prompt you through your choices or• Visit us on the web at www.arrowheadadvance.com• Contact us via email at customersupport@arrowheadadvance.com <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1-855-747-5748 or go to www.arrowheadadvance.com		
Who we are			
Who is providing this notice?	WLCC II D/B/A ARROWHEAD ADVANCE, a business entity of the Wakpamni Lake Community District of the Oglala Sioux Tribe, is providing this privacy policy.		
What we do			
How does WLCC II D/B/A ARROWHEAD ADVANCE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings.		
How does WLCC II D/B/A ARROWHEAD ADVANCE collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">• Apply for a loan• Give us your income information• Tell us where to send the money• Provide account information• Provide employment information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>		

Why can't I limit all sharing?	<p>You have the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include other business entities of the Oglala Sioux Tribe</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>WLCC II D/B/A ARROWHEAD ADVANCE does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</i>

EXHIBIT B

About Us

Arrowhead Advance is owned by the Wakpamni Lake Community. The Wakpamni Lake Community is a local government under the Oglala Sioux Tribe. The Pine Ridge Reservation is home to The Oglala Lakota Nation and covers about 2.2 million acres in South Dakota. The Oglala, or Scatter Their Own, are one of the seven bands of the Titowan (Lakota) division of the Great Sioux Nation.

The Wakpamni Lake Community is a tribal community/municipal government within the Wakpamni District of the Oglala Sioux Tribe. It owns the Wakpamni Lake Community Corporation (WLCC), which is responsible for the economic development of the Wakpamni Lake Community. Arrowhead Advance offers a way to grow tribal economic health while providing consumers an easy, fast and reliable way to get a loan online.

- If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Wakpamni Lake Community Consumer Complaint Tribal Hotline at 1 - (800) 677-3860 between the hours of 9 AM and 5 Pm MST Monday through Friday. If this is your first call to Customer Service, please call 1 - (855) 744-6463
- If you would like a copy of the Tribal Credit Code of the Wakpamni Lake Community Corporation of the Oglala Sioux Tribe, please email us at coderequest@WLCCCompliance.com.

Apply today and have cash as soon as tomorrow.

APPLY NOW (/ARROWHEAD/APPLY)

NEED CASH?

Apply Now
(/arrowhead/Apply/link)

LEARN MORE

How It Works
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FAQs
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Rates & Terms
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Loyalty Program
(/arrowhead/Loyalty/link)
About
(/arrowhead/About/link)

OUR PROMISE

Site Security
(/arrowhead/Legal/Security)
Texting Policy
(/arrowhead/Legal/Texting)
License
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HAVE QUESTIONS?

Contact Us
(/arrowhead/ContactUs/link)

RETURNING CUSTOMERS

SIGN IN (/arrowhead/Login/link)

CHAT NOW

ArrowheadAdvance

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IMPORTANT DISCLOSURES: WLCC II DBA Arrowhead Advance is an entity of the Wakpamni Lake Community Corporation (WLCC), a tribal corporation wholly owned by the Wakpamni Lake Community. The Wakpamni Lake Community is a local government under the Oglala Sioux Tribe. WLCC is incorporated under and governed by the laws of the Oglala Sioux Tribe, a federally recognized Indian Tribe, and the regulations of the Wakpamni Lake Community. WLCC operates independently of the Oglala Sioux Tribe. Correspondence should be directed to WLCC. As a tribal government, the Wakpamni Lake Community Corporation is a sovereign corporation and follows all applicable tribal and federal laws. State laws, regulations, and interest rates are not applicable to WLCC II DBA Arrowhead Advance or WLCC. To apply for a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring faxing of information unless we are able to verify your application information.

CONSUMER NOTICE: Installment loans should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling. Arrowhead Advance will only allow a customer to have one loan at a time. Once the loan is paid in full successfully a customer may reapply for another loan.